creditor or others under that law." Recent cases in accord with the principal case are: *In re Franklin Lumber Co.*, 187 Fed. 281, 26 A. B. R. 37; *In re Hammond*, 26 A. B. R. 336; *In re Bazemore*, 189 Fed. 236, 26 A. B. R. 494; *In re Hartdagen*, 189 Fed. 546.

BILLS AND NOTES—ACTIONS—REAL PARTY IN INTEREST.—A bill of exchange, which was accepted but not paid by D, was assigned to P after maturity, without consideration, and for the sole purpose of collection. P sued D on the bill, and D contended that P was not the real party in interest, and therefore could not bring suit. *Held*, that P is the real party in interest, under CODE CIV. PROC. § 449, so as to entitle him to bring the action. *Curtis* v. *Douglass* (1911), 130 N. Y. Supp. 1054.

The legal holder of a note, even though he have no beneficial interest therein, can sue thereon. *Fay* v. *Hunt*, 190 Mass. 378, 77 N. E. 502; *Dickinson* v. *Bull*, 72 Ill. App. 75; *Jump* v. *Leon*, 192 Mass. 511, 78 N. E. 532; *Edgerly* v. *Lawson*, 176 Mass. 551, 57 N. E. 1020; *Watkins* v. *Plummer*, 93 Mich. 215, 53 N. W. 165. Whether the code provision requiring an action to be brought in the name of the "real party in interest" has changed the rule of law so that a holder of a note, who has no beneficial interest therein, cannot maintain an action thereon, is a question on which the authorities do not seem to agree. It has been held in the following cases that the mere holder of a promissory note, who has no interest in it, cannot maintain an action upon it; such action can only be prosecuted in the name of the owner or the real party in interest. *Parker* v. *Totten*, 10 How. Pr. 233; *Clark* v. *Phillips*, 21 How. Pr. 87; *Swift* v. *Ellsworth*, 10 Ind. 205, 71 Am. Dec. 316; *Osborn* v. *McCleland*, 43 Ohio St. 284, 1 N. E. 644; *Killmore* v. *Culver*, 24 Barb. 656; *Bell* v. *Tilden*, 16 Hun. 346. A person to whom a note has been transferred for the purpose of collection is not the real party in interest so that he can maintain an action on it. *Independent Coal Co.* v. *First Nat. Bank*, 27 Ohio Cir. Ct. R. 297. *Contra*: *Abell Note Brokerage & Bond Co.* v. *Hurd*, 85 Iowa 559, 52 N. W. 488; *Linney* v. *Thompson*, 3 Kan. App. 718; *Eaton* v. *Alger*, 47 N. Y. 345; *Hunter* v. *Allen*, 106 App. Div. 557, 94 N. Y. Supp. 880; *Meyer* v. *Foster*, 147 Cal. 166, 81 Pac. 402; *Neal* v. *Gray*, 124 Ga. 510, 52 S. E. 622; *Lehman* v. *Press*, 106 Iowa 389, 76 N. W. 818; *Manley* v. *Park*, 68 Kan. 400. From the cases cited above it will be noticed that the decisions of New York on the question under discussion are not very consistent with each other. Since the code expressly requires that an action shall be brought in the name of the "real party in interest," and since the assignee of a negotiable note is not one of the excepted persons who can sue though not the party in interest (*Swift* v. *Ellsworth*, 10 Ind. 205), it seems to be more in accord with reason to hold that a holder of a note having no interest in it cannot maintain an action thereon.

CARRIERS—LIMITING LIABILITY FOR LOSS OF BAGGAGE—INTERSTATE COMMERCE.—The plaintiff, an interstate passenger of the defendant carrier, claimed damages in excess of two thousand dollars for loss of her baggage occurring through the negligence of the defendant. The defense was that the liability